

EXHIBIT 3

**UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF NEW MEXICO**

WELCOME PROPERTIES 201, LLC,

Plaintiff,

v.
NATIONAL FIRE & MARINE
INSURANCE COMPANY

No. _____

Defendant.

DECLARATION OF STEVE HANSEN

I, Steve Hansen, do hereby swear and affirm under oath as follows:

1. I am a Claims Examiner for National Fire & Marine Insurance Company and have personal knowledge of the matters stated herein.
2. I am familiar with an insurance policy (12PRM002189) issued to Welcome Properties 201 LLC by National Fire & Marine Insurance Company (hereafter the "Policy").
3. The Description of Premises under the Policy is 201 E. University, Las Cruces, New Mexico 88005 and the limit of insurance for the building is \$6,500,000.
4. The property located at 201 E. University, Las Cruces, New Mexico is known as The Ramada Las Cruces Hotel and Conference Center.
5. The Ramada Las Cruces Hotel and Conference Center is a two story commercial building operating as a hotel and containing approximately 114 rooms.
6. The insured reported property damage allegedly related to a wind/hail storm on October 3, 2015. The claim was assigned number 12-30-378618 and assigned to me.
7. The insured's roofer provided an estimate to complete a temporary emergency repair on approximately 18,000 square feet. The estimate is in the amount of \$44,900 and is attached hereto as Exhibit A.

Declaration of Steve Hansen

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8. I understood that the insured claimed that the emergency repair was necessary due to the wind/hail storm and that the storm permanently damaged the roof resulting in several interior leaks and that the roof would need replacing.

9. The insured's roofer also claimed the building would need a new roof that would cost substantially in excess of \$75,000.

10. On April 11, 2016, I informed the insured through his attorney that "the investigation reveals the roof system shows signs of significant wear and tear, deterioration, cracking and deferred maintenance. These causes of loss are all specifically excluded by the Policy." Accordingly, I informed the insured that the Policy did not apply to the majority of the claimed damages including the roof system and the insured would not be indemnified for those claimed damages.

11. Thereafter, the insured made a separate claim relating to the same property for possible wind, and hail damage with interior water leaking with a loss date of May 18, 2016. That claim was assigned number 12-30-393551 and also assigned to me.

12. On July 8, 2016, I informed the insured through his attorney that claim 12-30-393551 did not implicate the coverage afforded by the Policy.

13. In my claims experience, replacement of a roof system of the size of the hotel exceeds \$75,000.

I declare under penalty of perjury under the laws of the State of New Mexico that the foregoing statements are true and correct.

Executed this 29 day of November, 2016

By



Steve Hansen



Commercial Solutions

"Roofing is our heritage; Quality is our tradition"



Subject: Ramada Las Cruces Hotel and Convention Center
201 E. University Avenue
Las Cruces, NM 88005

Attention: Raj Singh

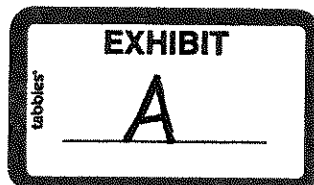
Date: January 10th, 2016

Temporary Repair Process:

New Mexico Companies will complete a temporary emergency repair on approximately 17,500 square feet, on the area identified on the aerial cad (please see attached), to stop any further water intrusion from the rooftop. However, due to the moisture already trapped inside the roofing system, we cannot guarantee that there will not be further interior damage. This emergency repair system should perform for 6-9 months, at which point, a full reroof system of the property should commence.

New Mexico Companies will apply an Elastomeric Asphalt Emulsion temporary system, with a granulated finish coat. This system consists of a primary coating, a secondary coating, and a broadcast granular emulsifier spread over the top, to bond the system. Coating will also be applied to all wall caps and protrusions included in the repair area. Ventilation systems will also be added to help dry out the moisture that is currently trapped in the roofing system, to help limit further interior damage. New Mexico Companies will also remove and dispose of any nonworking HVAC systems located in the repair area of the roof. The pictures below reflect the area where leaks are taking place and work will be performed.

AS



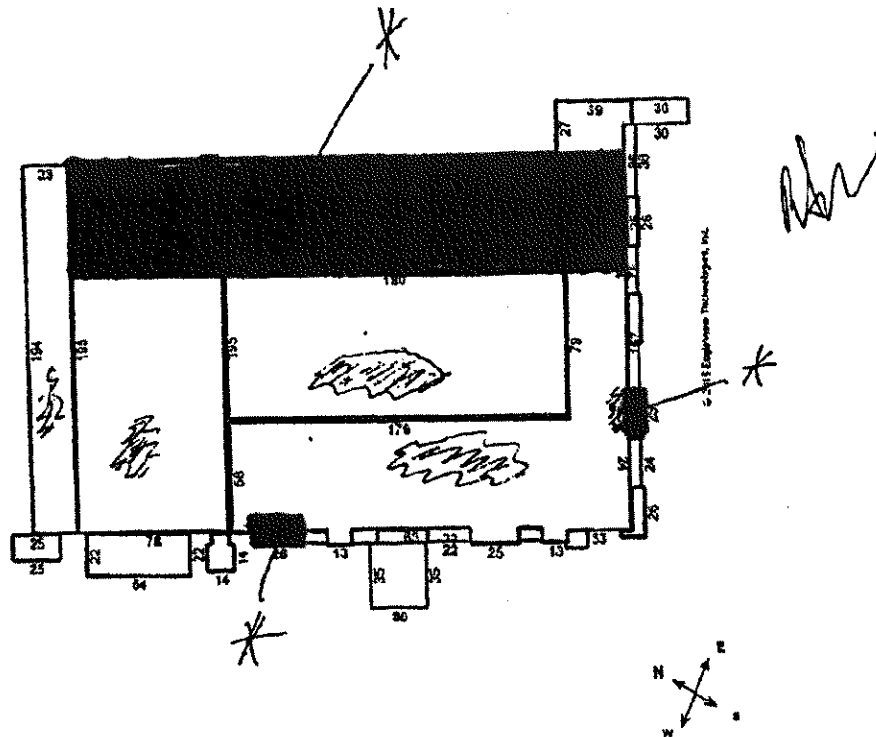
Scanned by CamScanner

201 E University Ave, Las Cruces, NM 88005-3340

Report: 1271/474

LENGTH DIAGRAM

Flashing = 227 ft
Step flashing = 114 ft
Parapets = 3,489 ft



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ACCEPTANCE OF AGREEMENT

Upon acceptance of this agreement, New Mexico Companies Roofing LLC is authorized to do the work at the property listed above, known as Ramada Las Cruces Hotel and Convention Center, as specified and approved by the insurance company.

Pricing: \$44,900.00

Payment: ~~\$15,000.00~~ upon signing of agreement *for start*
~~\$15,000.00~~ within 7 days of completion of project
\$14,900.00 upon insurance acceptance and payment of temporary emergency repair

Raj Singh: *[Signature]* Date: January 10th, 2016

Daryl W. Mick: _____ Date: January 10th, 2016
New Mexico Companies
